

**SETTLEMENT AGREEMENT BETWEEN THE NATIONAL PARK SERVICE  
AND BELLA VISTA RESTAURANT**

This Settlement Agreement ("Agreement") is entered into between the National Park Service, Department of the Interior, ("NPS"), on the one hand, and the Bella Vista Restaurant, Inc., Richard Ward, Joan Ward, and John Ward, on the other hand (collectively, "Bella Vista"). NPS and the Bella Vista are referred to below as the "settling parties." The effective date of this Agreement is the date of execution by the Department of Justice ("DOJ").

**INTRODUCTION**

1. NPS contends that it presently has causes of action against Bella Vista including, but not limited to, claims under the Park System Resources Protection Act, 16 U.S.C. § 19jj, arising out of a tree cutting incident which occurred on the Phleger Estate, a portion of Golden Gate National Recreation Area, in May 1999 (the "Incident"). The Incident consisted of the felling of 7 redwoods, 3 tan oaks, and 3 Pacific Madrones, the "topping" of the crowns of an additional 20 redwoods, and injuries to the forest under-story and soils in an area approximately 1.06 acres in size ("the affected area") The affected area is adjacent to and down gradient from the Bella Vista Restaurant.

2. The settling parties enter into this Agreement in order to avoid the risks and expenses of litigation, in the belief that resolution of this dispute without litigation is in the best interests of the public, and as a compromise of any and all disputes between them regarding the Incident.

**TERMS AND CONDITIONS**

3. Bella Vista shall pay to the NPS as damages and for response costs, as those terms are defined at 16 USC § 19jj(b) and (c), the total sum of ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000), of which ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$177,500) is payable by the Travelers Indemnity Company of Connecticut ("the insurer") on behalf of its insured Bella Vista Restaurant, Inc. and of which SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500) is payable by Bella Vista. Within twenty-five (25) days after the NPS provides written notice to Bella Vista and the Travelers Indemnity Company of Connecticut that the DOJ has executed this Agreement, Bella Vista and the insurer shall pay the above amounts by checks made payable to the Department of the Interior. The checks should be delivered to:

Department of the Interior  
NBC/Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop 1313

1849 C Street, NW  
Washington, D.C. 20240

The following information must be included with the checks:

Account No.: 14X5198 (NRDAR)  
Case Name: Golden Gate NRA v Bella Vista  
Location: Phleger Estate, GGNRA, San Mateo, CA  
Paying Party: Bella Vista Restaurant

At the time of payment, notice, including copies of the checks and the above information, shall be provided by mail to:

Department of the Interior  
Natural Resource Damage Assessment and Restoration Fund  
Attention: Restoration Fund Manager  
1849 C Street, NW  
Mailstop 4449  
Washington, D.C. 20240

Should Bella Vista or the insurer fail to make its respective payment when due, the party(ies) failing to make such payment(s) shall pay two hundred fifty dollars (\$250) as stipulated penalties for each day or portion thereof that said payment(s) is overdue, until the cumulative accrued amount is paid in full

4. In consideration of, and upon, Bella Vista and the insurer's full payments, as specified above, and upon full and satisfactory performance of their other obligations set forth above, NPS covenants not to sue or take any other civil or administrative action against Bella Vista or the insurer arising out of the Incident. Upon the effective date of this Agreement, Bella Vista and the insurer release the NPS and the United States from all claims, and covenants not to sue or to take any other civil or administrative action against the NPS and the United States, arising from the Incident.

5. This instrument contains the entire agreement between the settling parties, and no statement, promise, or inducement made by any of the settling parties or agents of the settling parties that is not contained in this Agreement shall be valid or binding. Any subsequent modifications to this Agreement must be in writing, and must be signed and executed by the parties.

6. The undersigned represent that they have reviewed and understand this Agreement, and that they are fully authorized to enter into the terms and conditions of this Agreement and that they agree to be bound thereby.

FOR BELLA VISTA RESTAURANT:

By: \_\_\_\_\_

Date: 12-13-04

RICHARD WARD

Date: 12-13-04

JOHN WARD

Date: 12-13-04

JOHN WARD

Date: 12-13-04

FOR TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

By: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE NATIONAL PARK SERVICE, UNITED STATES DEPARTMENT OF THE  
INTERIOR:

By: \_\_\_\_\_  
Daniel Shillito  
Regional Solicitor

Date: 2/07/05

APPROVED BY THE UNITED STATES DEPARTMENT OF JUSTICE:

By: \_\_\_\_\_

Date: \_\_\_\_\_